

H3

A b s t r a c t o f T i t l e
t o

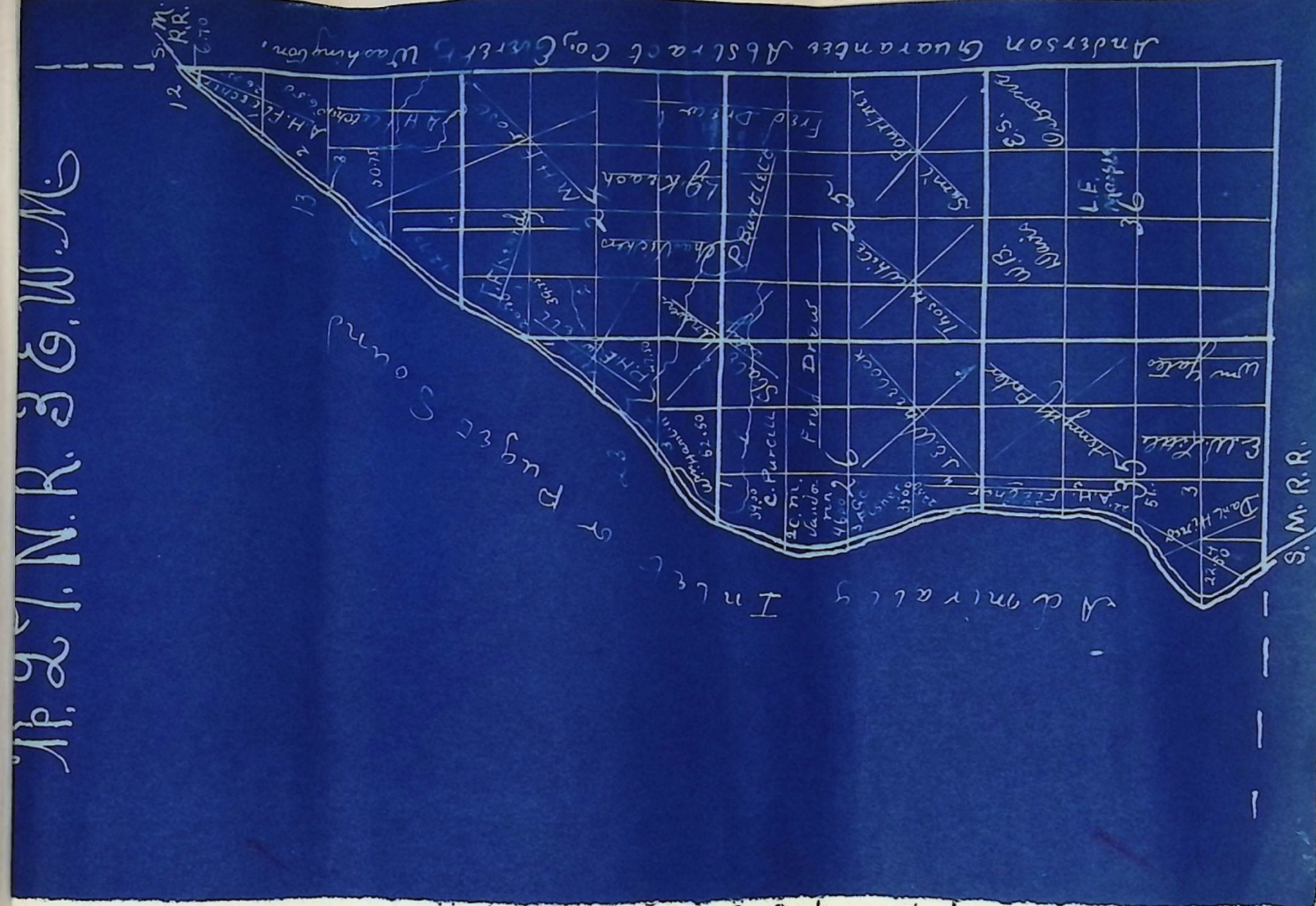
Commencing at the quarter corner between sections 23 and 24, Twp. 27 N. of R. 3 E. W.M., thence South $0^{\circ}00'30''$ west along the line between said sections 47.07 feet to the westerly line of 3rd Street, thence South $29^{\circ}17'50''$ West along said Westerly line 207.68 feet, to the northerly line of Edmonds Street; thence North $60^{\circ}42'10''$ West along said Northerly line 572.08 feet to the easterly line of the county road, thence North $31^{\circ}27'40''$ east along said easterly line 275 feet, thence south $58^{\circ}32'20''$ east 198 feet; thence North $31^{\circ}27'40''$ East 391.74 feet, thence south $89^{\circ}56'50''$ East 510.30 feet; thence South 26° West 276.37 feet; thence Easterly 1014.52 feet, more or less, thence Southerly 268.24 feet, more or less, thence West 1320 feet, more or less, to place of beginning, containing 15.65 acres, situated in Snohomish County, Washington.

ANDERSON GUARANTEE ABSTRACT COMPANY,

Everett, Washington.

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Recor

Mr. J. N. R. 33, W. M.



Inst No. 2

Office No, 328.

United States.

to

Pleasant H. Ewell.

Patent.
Certificate No. 337.
Dated Oct. 10, 1866.
Filed Nov. 9, 1861, 10 A.M.
Vol. 3 Deeds, Page 683.

Grants: Lots 1 and 2, of Sec. 23, and Lot 2, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E., containing 140.75 acres, in Olympia Land District, in Washington Territory, subject to any vested and accrued water, mining, agricultural and other right as provided by law.

By the President, Andrew Johnson.

(Seal of the General Land Office).

By E. D. Neil, Secretary.

Recorded Vol. 2, page 38.

M. Granger.
Recorder General Land Office.

Inst. No. 3

Office No. 42.

P. H. Ewell, and
Sarah T. Ewell, his wife.

Warranty Deed.

To

Dated Mch. 25, 1870.

To

Filed May 10, 1870.

Morris H. Frost, Jacob D. Fowler,
and Natt B. Fowler.

Vol. "A" Deeds, page 197.
Con. \$200.

First party grants, bargains, sells, and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

3 T. W. 11. containing 140.75 acres.
Lots 1 and 2, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R

Covenants of general warranty.

Ack. April 25, 1870, before H. A. Johnson, a Justice of the Peace in and for Marion County, Oregon.

Wife examined separately. Revenue cancelled 50 cents.

THIS CERTIFICATE OF MARRIAGE WAS FILED IN THE COURT OF THE COUNTY OF MARION, OREGON, ON THE 25TH DAY OF APRIL, 1870, AT 10 O'CLOCK, A.M., BY THE CLERK OF THE COURT, AND THE SAME IS HEREBY CERTIFIED TO BE TRUE AND CORRECT.

CERTIFICATE OF MARRIAGE

BEFORE ME, the undersigned authority, on this 25th day of April, 1870, personally appeared Morris H. Frost, of the County of Marion, State of Oregon, and Sarah T. Ewell, his wife, both of legal age, and of sound mind and memory, and they acknowledged to me that they were the authors of the foregoing certificate of marriage, and that they intended to be bound by the same.

Inst. No. 4

Office No. 455

Inst. No. 4

Office No. 455

P. H. Fwell, and Sarah T. Ewell, his wife, to Morris H. Frost, Jacob D. Fowler, Natt B. Fowler.

Warranty Deed. Dated March 25, 1870. Filed Feb. 5, 1889, 8.40 P.M. Vol. 7 Deeds, page 513. Con. \$200.

First party bargains, sells and conveys unto second party, heirs and assigns lands in Snohomish County, Washington Territory, described as: Lots 1 and 2 of Section 23; Lot 2 and NW 1/4 of SW 1/4 of Sec. 24, Twp. 27 N R 3 E.

Covenants of general warranty.

Ack. April 25, 1870 before H. A. Johnson, Justice of the Peace in and for Marion County, Oregon. Wife acknowledged separately.

Certificate of Magistracy by F. J. Babcock, Clerk of the County Court of Marion County, Oregon. (Seal).

Dated Feb. 1, 1889. Rev. 50¢.

5 IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate)
of)
Nat B. Fowler, Deceased.)

Case No. O. S. 10.

LETTERS OF ADMINISTRATION: Filed May 6, 1873; M. H. Frost is hereby appointed administrator of the estate of Nat B. Fowler, deceased.

Witness E. C. Ferguson, Clerk of the Probate Court of The County of Snohomish with the seal of the Court affixed the 6th day of May, A. D. 1873.

By Order of the Court.

(Seal of Probate Court).

E. C. Ferguson, Clerk.
(Properly verified).

(ADMINISTRATORS BOND: Filed May 6, 1873; in the sum of \$2000.00 and signed by Morris H. Frost, C. D. Smith and James Long).

(INVENTORY: Filed June 13, 1873; George Thompson, Daniel Hines and Henry C. Vining, appointed Appraisers of said estate. "The equal and undivided one third of one hundred and forty eight acres at (\$2.50) Two Dollars and fifty cts. per acre

One Ballard Breech loading rifle \$123.66
One Double barrell fowling piece \$18.00
One Trunk \$20.00
\$3.00
\$164.66

The above appraisement is returned to me.

M. H. Frost, Administrator".

PETITION OF M. H. FROST FOR SALE OF PROPERTY: Filed Apr. 13, 1874; The undersigned administrator of the estate of Nat B. Fowler late of Snohomish County, would respectfully represent that there will not be sufficient means arising from the sale of personal property belonging to said estate, to pay expenses of administration and to pay for the land clame of said estate lying in Sec. 15 T 27 N R 6 E when the time comes for so doing which will be in August next ensuing. I would therefore respectfully petition the Honorable Court for an order to sell that portion of real estate lying in Sec. 23, T 27 N R 3 E containing 48 acres or thereabouts the same bein the equal and undivided one third of the tracts known as the Ewell Clame and your petitioner as in duty bound will ever pray.

Mukilteo March 23, 1874.

Morris H. Frost.

PETITION OF M. H. FROST FOR EXTENSION OF TIME: Filed May 5, 1874; The undersigned administrator of the estate Nat B. Fowler, late of said County would respectfully petition the Hon. Court for an extension of time in order to close up the administration affairs of said estate and would also petition your Honor for an order to sell and dispose of so much of said estate real and personal as may be necessary to meet the liabilities there of and to defay the expenses of proving up and paying for the land claim of said Nat B. Fowler in Section 15 T 27 N. R. 6 E at the land office at Olympia,

5 IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate)
of)
Nat B. Fowler, Deceased.) Case No. O. S. 10.

LETTERS OF ADMINISTRATION: Filed May 6, 1873; M. H. Frost is hereby appointed administrator of the estate of Nat B. Fowler, deceased.

Witness E. C. Ferguson, Clerk of the Probate Court of The County of Snohomish with the seal of the Court affixed the 6th day of May, A. D. 1873.

By Order of the Court.

(Seal of Probate Court).

E. C. Ferguson, Clerk.
(Properly verified).

(ADMINISTRATORS BOND: Filed May 6, 1873; in the sum of \$2000.00 and signed by Morris H. Frost, C. D. Smith and James Long).

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(\$2.50) Two Dollars and fifty cts. per acre \$123.66
One Ballard Breech loading rifle \$18.00
One Double barrell fowling piece \$20.00
One Trunk \$ 3.00
\$164.66

The above appraisement is returned to me.

M. H. Frost, Administrator".

PETITION OF M. H. FROST FOR SALE OF PROPERTY: Filed Apr. 13, 1874; The undersigned administrator of the estate of Matt B. Fowler late of Snohomish County, would respectfully represent that there will not be sufficient means arising from the sale of personal property belonging to said estate, to pay expenses of administration and to pay for the land clame of said estate lying in Sec. 15 T 27 N R 6 E when the time comes for so doing which will be in August next ensuing. I would therefore respectfully petition the Honorable Court for an order to sell that portion of real estate lying in Sec. 23, T 27 N R 3 E containing 48 acres or thereabouts the same bein the equal and undevided one third of the tracts known as the Ewell Clame and your petitioner as in duty bound will ever pray.

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PETITION OF M. H. FROST FOR EXTENSION OF TIME: Filed May 5, 1874; The undersigned administrator of the estate Matt B. Fowler, late of said County would respectfully petition the Hon. Court for an extension of time in order to close up the administration affairs of said estate and would also petition your Honor for an order to sell and dispose of so much of said estate real and personal as may be necessary to meete the liabilities there of and to defay the expenses of proving up and paying for the land claim of said Matt B. Fowler in Section 15 T 27 N. R. 6 E at the land office at Olympia,

when the time shall arrive for such proving.
And your petitioner will ever pray.

M. H. Frost, Administrator

AMOUNT OF PROPERTY SOLD AS PER ORDERS OF PROBATE COURT:
Filed -----; Amount of property sold at auction by order of the
Hon. Probate Court of Snohomish County, Sept. 1st, 1874 at Mukilteo
according to publication.

By ----- The equal and undivided one third of 141 acres of land
in Sections 23 and 24 T 27 N R 3 E being 47 acres at \$3.00 per acre
Sold to Jos. McCarty highest bidder \$141.

One double barrel fowlin piece sold to Jacob D. Fowler,
highest Bidder \$20.

One Ballard Breech loading rifle J. D. F. \$10.
One traveling trunk J. D. Fowler \$3.

Total \$174.00.

By 14 Tons and 300 lbs of hay at qualeo farm, sold at private
sale by order of Court to B. F. Streatch at \$11.00 per ton. \$155.65.
Total. - - - - - \$329.65

AFFIDAVIT OF PUBLICATION: Filed -----,
Territory of Washington)

County of King) ss

S. L. Maxwell, being duly sworn, says that
he is the Printer and Publisher of the WEEKLY INTELLIGENCER, a weekly
newspaper, published in the City of Seattle, County and Territory
aforesaid, and that the Notice of the Estate of Mat B. Fowler, Decea-
sed of which the annexed is a true copy, has been published in said
newspaper weekly for five successive weeks, commencing on the 30th
day of May, A. D. 1874, and ending on the 27th day of June, A. D.
1874.

Subscribed and sworn to before me this 7th day of July, A. D. 1874.
S. A. Maxwell.

S. J. Combs, Notary Public.

IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate of
Nat B. Fowler, Deceased.

It appearing to the said Court by the
petition this day presented and filed by M. H. Frost, the administra-
tor of the estate of Nat. B. Fowler, deceased, praying for an order
of sale of real estate, to-wit: The undivided one-third of Lots No.
1 and 2 in Sec. 23 and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$
of Section 24 in Township No. 27 north of Range No. 3 East, contain-
ing 141 acres, more or less, that it is necessary to sell said real
estate, to pay the outstanding debts against the deceased.

It is ordered that all persons interested in the estate of
said deceased, appear before the said Probate Court on MONDAY the
6th day of July, A. D. 1874, at 11 o'clock A.M. to show cause, if
any they have, why an order should not be granted to said Administra-
tor, to sell the said real estate.

And, it is further ordered that a copy of this order be pub-
lished, at least, four successive weeks in the INTELLIGENCER, a week-
ly newspaper published at Seattle, King County, W. T.
Dated May 5, 1874.

Snohomish County, ss:
I, E. C. Ferguson, Clerk of the Probate Court of Snohomish

Royal Haskel, Probate Judge.

No. O. S. 10 -----3.

County, do hereby certify that the foregoing is a true copy of an order duly made and entered upon the minutes of said Probate Court.

Witness my hand and the seal of said Court, this 20th day of May A. D. 1874, (Seal).

E. C. Ferguson, Clerk.

my30-4w.

AFFIDAVIT OF ADMINISTRATOR FOR APPRAISERS: Filed -----; A return of the appraisers appointed by this court to appraise the property of Nat B. Fowler, deceased, having been made to this Court upon the 10th day of May 1873.

Now comes M. H. Frost administrator of said estate and under oath says that there is still further estate to be appraised, situate in another part of the County and in order to save expenses I ask that other appraisers be appointed to appraise said further estate.

M. H. Frost, administrator.
ORDER TO ADVERTISE AND SELL THE ESTATE OF NATT B. FOWLER AS

THE LAW DIRECTS: Filed-----.
RETURN OF SALE OF REAL ESTATE: Filed Sep. 20, 1874; The equal and undivided one third of 140 75-100 acres of land, known and described as follows:

Lots 1 and 2 in S 23 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of S 24 T 27 N of R 3 E sold to Joseph McCarty for Three dollars per acre amounting to

1 Double Barrel fowling piece	\$141.00
1 Ballard Breech Loading rifle	20.00
1 Travelling trunk	10.00
	3.00
	<u>\$174.00.</u>

14 tons and 300 lbs Hay sold to B. F. Streatch at private sale for \$11 per ton at the barn on the premises at Qualeo \$155.65.

\$327.65.
M. H. Frost, Administrator of the estate of Natt B. Fowler upon his oath says that the above is a true account of property sold by him and the amount obtained therefor Sept. 1st, 1874.

M. H. Frost.

ORDER CONFIRMING SALE OF REAL ESTATE: Filed Oct. 27, 1874; An order having been made by this Court on the 6th day of July A. D. 1874 authorizing M. H. Frost the Administrator of the estate of Nat B. Fowler deceased to sell certain real estate belonging to said estate and afterwards to-vit on the 26th day of October A. D. 1874 said day being a day of a regular term thereof said administrator having made to this court and filed in the office of the Clerk thereof a return of his proceedings under the said order of sale and duly returned to this court an account of sales and this court having examined the said return and it appearing to the satisfaction of this court that in pursuance of said Order of sale said administrator caused notice of the time and place of holding such sale to be posted as the law directs.

That at the time and place of holding such sale specified in said notice to-vit on the 1st day of September A. D. 1874 between the hour of Nine o'clock in the morning and the setting of the sun of the same day to-vit at one o'clock in the town of Mukilteo,

Snohomish County, Washington, he sold in one parcel at public auction to the highest bidder upon the following terms to-wit for cash gold coin and subject to confirmation by this court the whole of the real estate described in said Order of sale and in said Notice to-wit: All that certain lot pièce or parcel of land situate lying and being in said County of Snohomish, Washington Territory and described as follows to-wit. The undivided one third of Lots One (1) and Two (2) in Section twenty three (23) and the Southwest quarter of section Northwest quarter and North west quarter of southwest quarter of section twenty four (24) in Township number twenty seven (27) north of range numbered three (3) east containing 141 acres, more or less.

That at such sale Joseph McCarty became the purchaser of said real estate for the sum of One Hundred and forty one (141) dollars gold coin, he being the highest and best bidder and said sum being the highest and best sum bid.

That the said sale was legally made and fairly conducted that the sum bid is not disproportionate to the value of the property sold and that a sum exceeding such bid at least ten per cent exclusive of the expense of a new sale cannot be obtained.

And that the said administrator in all things proceeded and conducted and managed said sale as by the statute in such case made and provided.

And no person interested in said estate or otherwise having filed or made any objection to the confirmation of said sale and no good reason appearing to this Court why the said sale should not be confirmed.

It is hereby Ordered adjourned and decreed that the said sale be and the same is hereby confirmed and approved and declared valid.

And the proper and legal conveyances of said real estate are hereby directed to be executed to said purchaser.

Dated October 26th, 1874.

R. Haskell, Probate Judge.

ORDER FOR SALE OF PERSONAL PROPERTY: Filed ----; Application having been made to the Judge of this Court by the petition in writing of M. H. Frost the Administrator of the Estate of Mat B. Fowler deceased, filed on the 5th day of Mar. A. D. 1874 for an Order to sell the personal property belonging to said estate and it appearing to the satisfaction of this court that it is necessary to sell the personal property belonging to said estate, it is hereby Ordered, adjudged and decreed that the said administrator sell all the personal property belonging to said estate at private sale and for the highest prices he can get. And it is further ordered that the said Administrator return to this court an account of sales verified by his affidavit.

Witness Hon. Royal Haskell Judge of the said Probate Court this 20th day of May, A. D. 1874.

Attest my hand and the seal of said Court the day and year last above written.

E. C. Ferguson, Clerk.

PETITION OF MORRIS H. FROST AND OTHERS FOR LETTERS OF ADMINISTRATION ON THE ESTATE OF NATHANIEL B. FOWLER: Filed May 6, 1873. To the Hon. Royal Haskell, Judge of the Probate Court of Snohomish

No. O. S. 10---3.

County, Washington Territory.

Your petitioners Morris H. Frost and others, respectfully showeth that Nathaniel B. Fowler a resident of Mukilteo in the County aforesaid died on the twenty ninth day of January, 1873, intestate, leaving estate in said county of Snohomish real and personal. That he was a single man, having heirs living in the State of New York, Vermont and California, and Washington Territory, as will more fully appear in the affidavit hereunto annexed, that his property consists of real and personal estate, worth about the sum of One Thousand Dollars \$1000.00 and that the same is subject to administration, that due diligence has been used and search made and no testamentary documents having been found, it is believed that he died without a will, your petitioners therefore pray your Honour to appoint Morris H. Frost administrator of the said estate of Nathaniel B. Fowler.

Mukilteo May 2, 1873.

Morris H. Frost, H. C. Vinning, J. D. Fowler.

James in the above petition for administrator on the estate of Natt B. Fowler on his oath saith. That from knowledge obtained of Jacob D. Fowler one of the heirs the estate and Brother of the said Natt B. Fowler that the brothers and sisters of Natt B. Fowler and heirs direct of his estate live in the following to-wit: Jacob D. Fowler at Mukilteo, Snohomish County, Wash. Try. Mrs. Jane Hosmer at San Francisco, California, Mrs. Phoebe V. Cornell, at New York City, George P. Fowler at Hyde Park, Dutches County, New York, Mrs. Hattie M. Marshall at Poughkeepsie, Dutches County, New York, Mrs. J. W. Heevmans at Salt Point, Dutches County, New York, and H. K. Fowler at Manchester, Vermont.

1873.

Subscribed and sworn to before me this 2nd day of May, A. D. H. C. Vining.

Notary Public, Washington Ter.

CITATION: Filed -----; The People of the United States do M. H. Frost, Greeting. By order of this Court you are hereby cited and required to appear before the Judge of this Court at the Court room thereof at Snohomish City, Washington Territory on Monday the 27th day of April, A. D. 1874, at 11 o'clock in the forenoon of that day then and there to show cause if any you have why you have not made any report or showing to this court in relation to the above named estate.

Witness the Hon. Royal Haskel Judge of our Probate Court in and for the County of Snohomish, Territory of Washington with the seal of said court affixed this 16th day of March A. D. 1874.

E. C. Ferguson, Clerk.

APPRAISEMENT OF THE ESTATE OF NATT B. FOWLER: Filed Apr. 25, 1874; 1873 property at qualio, \$751.; 47 acres of land being 1-3 of the P. H. Ewell Tract T. 27 N.R.3 East, Sec. 23 and 24, appraised at \$2.50 per acre, \$117.; Property at Mukilteo ---; 1 Ballard rifle, \$18.; 1 Double Barrel Fowling piece, \$20.; 1 Travelling trunk, \$3.00; Total appraisement \$908.00.

Mukilteo April 26, 1874.

M. H. Frost, Administrator.

Inst. No. 5

Office No. 226.

Morris H. Frost, Administrator of
the Estate of Nat B. Fowler, Dec'd.

Administrator's Deed.

To

Joseph McCarty.

Dated Dec. 29, 1874.
Filed Dec. 29, 1874, 2.45 p m.
Vol. 1, Deeds, page 453.
Con. §141.

First party conveys unto second party, heirs and assigns, lands in
Snohomish County, Washington Territory, described as:

The undivided one third interest in Lots 1 and 2 of Sec. 23, and
SW $\frac{1}{2}$ of NW $\frac{1}{2}$ and NW $\frac{1}{2}$ of Sec. 24 all in Twp. 27 N of R 3 E. W. T.

Ack. Dec. 29, 1874 before Eldridge Morse, a Notary Public in
and for Snohomish County, Washington Territory, by said Administrator.
(Seal.)

As endorsement to the preceding deed it is recited that on Tuesday
May 5th, 1874, an adjourned day of the regular April term of the Probate
Court of Snohomish County, Washington Territory, there appeared upon
the records of said Court, the following in relation to the sale of the
real estate of N. B. Fowler, deceased. After having authorized M.
N. Frost the administrator of said estate to sell the personal property
of said estate, to wit; " It also appeared to the Judge of said Court
by the petition this day present, and filed by M. N. Frost the admin-
istrator of the estate of Nat B. Fowler, deceased, praying for an
order to sell the real estate; that it was necessary to sell the whole
of said real estate in order to pay the debts outstanding against the
deceased and expenses and charges of administration:"

It is therefore ordered by the court that all persons interested
in the estate of said deceased appear before said Court on Monday, the
6th day of July 1874 at 11 o'clock A. M. at the Court Room in said
County of Snohomish, in Snohomish City, W. T. to show cause why an
order should not be granted to the said administrator to sell the real
estate of said deceased, and that a copy of this order be published at
least four successive weeks in the "Intelligencer", a newspaper printed
and published in Seattle, King County, W. T.

Dated May 5, 1874.

Signed, R. Haskell Probate Judge.

Sheet No. 10

On the 6th day of July 1874, being the day set, the court after due consideration, decreed that as there was no objections in writing or otherwise to an order being granted to the administrator, M. N. Frost to sell the property of N. B. Fowler, Dec'd, and no person appearing to show cause why such order should not be made, the court ordered that the administrator M. N. Frost, proceed to sell all the property of said deceased according to law, and make due return of such sale to the Court.

(3887)

Signed, R. Haskell, Probate Judge.
On the 26th day of Oct. 1874 the Court confirmed the sale of said real estate, the said administrator having made to the court and filed in the office of the Clerk thereof, a return of his proceedings under said order of sale and duly returned to said Court an account of the sales; the court having examined the same, and it also appeared to the court that said administrator caused notice to be published as to time and place of holding such sale as required by law:

That at the time for holding such sale specified in said notice, to wit; Sept. 1, 1874, between the hours of 9 o'clock and 1 o'clock p.m. in the town of Mukilteo, Snohomish County, Washington Territory, said administrator sold at public auction to the highest and best bidder for cash, gold coin of the U. S. the real estate specified in said order a d notice of sale as per above recd; that at such sale Joseph McCarty became the purchaser of said real estate for the sum of \$141. being the highest and best bidder; that said sale was legally made and fairly conducted; that said bid was not disproportionate to the value of the property sold; that said administrator proceeded in all things and conducted said sale as by the statutes in such cases made and provided; and no person having filed or made any objection to the confirmation of said sale, and no good reason appearing to this Court why said sale should not be confirmed it was decreed that said sale be confirmed and declared valid; and that proper legal conveyance of said real estate are hereby directed to be executed to said purchaser.

Da ed Oct. 26, 1874.

R. Haskell, Probate Judge.

Deed of Conveyance
Between
Joseph McCarty
and
Maurice H. Frost
Witnesses
John A. Mackintosh
and
John A. Mackintosh
Notary Public
Washington Territory
1875

Office No. 269.

Deed.

Dated Jan. 30, 1875.
Filed May 31, 1875.
Vol. 1 Deeds, page 530.
Con. 141.

First party grants, bargains, sells, and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

The undivided one third interest in Lots 1 and 2 of Sec. 23 and SW 1/4 of NW 1/4 and NW 1/4 of Sec. 24 Twp. 27 N of R 3 E. W. M.

Covenants of general warranty.

Ack. Jan. 30, 1875, before A. Mackintosh, a Notary Public in and for King County, Washington Territory. (Seal.)

12

any lot, Kline County, Washington Territory, (See)

Consent of the County of Snohomish

It is the duty of the County of Snohomish, Washington Territory, to see that the public lands are properly surveyed and that the same are properly recorded in the public records of the County.

Witness my hand and seal this 1st day of September, 1890.

Attest: Joseph H. Moore, County Clerk.

Witness my hand and seal this 1st day of September, 1890.

Attest:

Joseph H. Moore, County Clerk.

Consent of the County of Snohomish

Attest: J. Deeds, Secy.

Filed for record this 1st day of September, 1890.

Deeds.

Inst. No. _____

Office No. 522

Inst. No. 7

Milton Densmore.

to

The Public

Office No. 121.

Affidavit.

Filed Sept. 4, 1890, 1.25 P.M.

Vol. 6 Misc. page 499.

Affiant states that he was well acquainted with Joseph McCarty grantor in a deed recorded in Vol. 1 of Deeds, page 530, records of Snohomish County, Washington and wherein Morris H. Frost was grantee, conveying lands in said County, described as:-

The undivided one third interest in and to Lot 2 of Sec. 23 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E, and that at the time of execution of said deed said Joseph McCarty was a single man.

Subscribed and sworn to Aug. 30, 1890, before N. H. Ames, a Notary Public in and for Washington, residing at Seattle.

(Seal)

8
Inst. No. _____

Office No. 268.

J. D. Fowler, and
Mary Fowler, his wife.

Warranty Deed.

To
Morris H. Frost.

Dated Dec. 8, 1874.
Filed May 31, 1875. --
Vol. 1, Deeds, page 529.
Con. 200.

First party grants, bargains, sells, and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory described as:

An undivided one third in terest in and to Lots 1 and 2 in Sec. 23, and $8\frac{1}{4}$ of $17\frac{1}{2}$ and $17\frac{1}{2}$ of $8\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E. V. 1.

Covenants of general warranty.

Ack. Dec. 9, 1874, before H. C. Vining, a Notary Public in and for Washington Territory, by Jacob D. Fowler and Mary Fowler, his wife. Wife examined separately. (Seal)

Inst. No. 9

Office No. 326.

Morris H. Frost.

To

George Brackett.

D E E D
Dated Nov. 27, 1875.
Filed Feb. 21, 1876, 9 a.m.
Vol. 1, Deeds, page 652.
Con. 800.

First party grants, bargains, sells, and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

Lots 1 and 2 of Sec. 23, and Lot 2 and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 24 all in Twp. 27 N of R 3 E. W. 11.

Covenants of general warranty against those claiming by, through or under first party only.

Ack. Nov. 27, 1875, before Peter McLaughlin, a Notary Public in and for King County, Washington Territory. (Seal)

On margin is: "Homestead entered Nov. 8, 1881."

TO WHOM THESE PRESENTS SHALL COME, I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Snohomish, Washington, in the office of the County Clerk, at Seattle, Washington, this 15th day of August, 1890.

Witness my hand and the seal of said County at Seattle, Washington, this 15th day of August, 1890.

Notary Public in and for Washington, residing at Seattle. (Seal)

Office No. 122.

Inst. No. 10

Office No. 122.

Angus Mackintosh.

Affidavit.

To
The Public.

Filed Sept. 4, 1890, 1.25 p m.
Vol. 6 Misc. page 500.

Affiant states that he was well acquainted with Morris H. Frost in his life time and that Morris H. Frost is the same person named in a deed as grantee, recorded in Vol. 1 of Deeds, page 530 records of Snohomish County, Washington, and as grantor in a deed to George Brackett conveying lands in said County describe d as:
Lot 2 of Sec. 23, and NW 1/4 of SW 1/4 of Sec. 24 Twp. 27 N of R 3 E. W. M. as of record in Vol. 1 of Deeds, page 632, records of said County and said Morris H. Frost was single, as affiant verily believes.

Subscribed and sworn to Aug. 15, 1890, before N. H. Ames, a
Notary Public in and for Washington, residing at Seattle. (Seal)

Inst. No.

Office No.

299.

William Brown.

Affidavit.

101

Filed July 11, 1902, 3.30 p m.

The Public.

Vol. 16, Misc. page 505.

Affiant states that he knew personally Morris H. Frost for

two and one half years previous to his death which was in 1879, and that said Morris H. Frost was a single man from 1877 untill his death in 1879.

Subscribe and sworn to July 11, 1902, before W. P. Bell,
a Notary Public in and for Washington, residing at Snohomish.

(Seal, Com. Ex. Fich. 16, 1906)

Inst. No. 12

Office No. 60.

Arthur A. Denny.

Affidavit.

To

Filed April 24, 1895, 12.35 p m.

The Public.

Vol. 10 Misc. page 432.

Recites that in matter of the title to lands in Snohomish

County, Washington, described as:
Beginning at a point 1626 ~ 10 inches North 75° E from the nearer
post corner on the beach at Mukilteo; on the 7th Standard Parallel
at the Southwest corner of Lot 1, Sec. 33 Twp. 29 N of R 4 E. and
running thence as follows: North 15° E to the government meander
line on the beach at Mukilteo, thence westerly along said meander
line to a point N 15° W from place of beginning, thence south 15° E
to place of beginning, same being a portion of Lot 1, Sec. 35 Twp.
29 N of R 4 E.

Affiant states that he has lived in King County, Washington since
1852; that he knew Morris H. Frost grantor of the aforesaid lands
continuously since 1854 and up to the time of his death, and that he
never knew the said Morris H. Frost to be a married man or a man
having a family.

Subscribed and sworn to Mch. 31, 1895, before C. J. Andruss, a
Notary Public in and for Washington, residing at Seattle.
(Seal, Com. Ex. Oct. 23, 1895)

Inst. No. 13

Office No. 61.

David Kellogg.

Affidavit.

To

Filed April 24, 1895, 12.35 p m

The Public.

Vol. 10 Misc. page 432.

Affiant states that he has known Morris H. Frost since 1863, and up to the time of his death that he never knew of said Morris H. Frost to be a married man or of his having a family.

Subscribed and sworn to Mch. 21, 1895, before C. J. Andruss,
a Notary Public in and for Washington, residing at Seattle.
(Seal, Com. Ex. Oct. 25, 1895)

Inst. No. 14

Office No. 155.

Alexander Spithill.

Affidavit.

To

Filed Oct. 25, 1907, 3.45 p m.

The Public.

Vol. 39, Misc. page 247.

Affiant states: That he has been a resident of the Territory of Washington and of the state of Washington for more than fifty years last past; that he knew personally Morris H. Frost, a resident of the town of Jukilteo in Snohomish County, Washington, and that at the various times while Morris H. Frost resided in said place he was the owner of certain lands in and about the said town of Jukilteo, and of Edmonds, and that he conveyed the said lands by mistake or inadvertance as Maurice H. Frost, Jukilish H. Frost and Morris Frost and that the said Morris H. Frost was the same person who executed the various deeds as shown by the records of Snohomish County, Washington as above indicated, erroneously as Maurice H. Frost Jukilish H. Frost and Morris Frost and that the said Morris H. Frost was a widower during the entire time that he resided in the said Territory of Washington and up to and including the day of his death.

subscribed and sworn to Oct. 24, 1907, before Theodore
Anderson, a Notary Public in and for Washington, residing at Everett.
Seal, Com. Ex. Ch. 20, 1910)

Inst. No. 15

Office No. 27.

George Brackett.

Affidavit.

To

Filed Aug. 17, 1908, 3.56 p m.

The Public.

Vol. 30, Misc. page 24.

George Brackett, being first duly sworn according to law, deposes and says; that he was personally acquainted with Joseph McCarty, who was the grantee named in an Administrator's Deed, in which Morris H. Frost, as Administrator for the Estate of Nat B. Fowler, Dec'd was the grantor, said deed bearing date of Dec. 29, 1874, recorded in Vol. 1 of Deeds, page 453, records of Snohomish County, Washington, and that affiant well and truly knows that said Joseph McCarty was a single man at the time he was named grantee in the above mentioned Deed.

Subscribed and sworn to Nov. 30, 1907, before Zophar Howell 3rd,
a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Oct. 29, 1910)

Inst. No. 16

Office No. 243.

George Brackett.

Affidavit.

To

Filed Mch. 31, 1908, 8.13 a.m.

The Public.

Vol. 28, Misc. page 300.

Affiant deposes and says: that he is the same George Brackett who originally platted the townsite of the town and city of Edmonds; that Joseph McCarty, described in deeds recorded on page 453 of Vol. 1, and on page 530 of Vol. 1, of the deed records of Snohomish County, Washington, was a bachelor at all times and dates mentioned in said deeds.

That Pleasant E. Evell who obtained title to the said townsite by patent recorded in Vol. 3 of Deeds page 683, of the said records, is the same person as P. H. Twell, who conveyed the land therein described by deeds recorded in Vol. "A" of Deeds page 197 and in Vol. 7 of Deeds, page 513 said records.

That Jacob D. Fowler who is one of the grantees in those certain deeds recorded on page 197 of Vol. "A" and page 153 of Vol. 7 of deeds, is the same person as J. D. Fowler, who conveyed certain lands by deed recorded on page 529 of Vol. 1 of deeds records of said County.

That James H. Gephart, described as grantor in the deed records on page 337 of Vol. 40 of Deeds, records of said County, and in the deed recorded on page 276 of Vol. 56 of deeds of said county and who is described as grantor in that certain deed recorded on page 592 of Vol. 52 of Deeds, was at all the dates mentioned in said deeds a bachelor, single and unmarried.

Subscribed and sworn to Mch. 24, 1908, before Zophar Howell 3rd., a Notary Public in and for Washington, residing at Edmonds.
(Seal, Com. Ex. Oct. 29, 1910)

Inst. No. 17

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR
SHOHO ISH COUNTY.

William Hulbert, Plaintiff.

George Brackett, Defendant.

No. 991.

Verdict.

Filed April 1, 1893.

Vol. 3, Judgments, page 10.

We the jury in the above entitled action, find for the plaintiff,
in the sum of Two Hundred Nineteen and 85/100 Dollars.

Now on this 31st. day of March, 1893, upon motion of the plaintiff
for judgment upon said verdict, it appeared to the satisfaction of the
Court that the time within which a motion for a new trial could be
made, has expired and no motion or notice of motion for said new trial
has been made or filed herein, and the Court being in all things fully
advised in the premises: It is considered, ordered and adjudged that
the said motion be granted and that the plaintiff have and r.
cover from said defendant the sum of \$219.85 with interest thereon at
10% per annum from the 28th day of March, 1893, and costs and dis-
bursements of this action and let execution issue therefor.

John C. Denney, Judge.

In st. No. 18

Office No. 382.

George Brackett, and
Etta E. his wife.

To

Jane C. Agard.

Mortgage.
Dated June 21, 1886.
Filed June 21, 1886, 7.30 p m.
Vol. 3, Mtgs. page 832.

Mortgages lands in Snohomish County, Washington Territory,
described as:

Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 and NE $\frac{1}{4}$ of Sec. 24, and
Lots 1 and 2 in Sec. 23, Twp. 27 N of R 3 E. W. M. save and except
the Townsite of Edmonds, of 8 acres, more or less, and being a portion
of Lot 2 Sec. 23 and a portion of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of
R 3 E.

To secure the payment of \$1500.

Properly executed.

24

[illegible]

Inst. No.

20

Office No. 154.

George Brackett, and
Etta T. his wife.

○
E

Lowbard Investment Company.

Mortgages lands in Snohomish County, Washington Territory, described as:

NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$, Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24; Lots 1 and 2 of Sec. 23 all in Twp. 27 N of R 3 E. V. M. excepting the townsite of Edmonds, containing 8 acres, more or less, and being a portion of Lot 2 of Sec. 23 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E. V. M. containing in all 372.75 acres.

To secure the payment of \$5000.

Properly executed.

68700
GEOLG
WATER

100

• 25777 • ON

21

Office No. 85.

Lombard Investment Company, by its Vice President and Presiding Member, James L. Lombard.

Release.

Dated Nov. 12, 1890.
Filed Nov. 26, 1890, 1.30 p m.
Vol. 10, Mtgs. page 322.

○
E-1

Geo. Brackett, and
Wife.

Certifies that a mortgage executed by second party to first party herein to secure the payment of \$5000. dated Jan. 18, 1889, recorded in Vol. 5 of lftgs. page 241, upon the premises therein described as:

NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$; Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Lots 1 and 2 of Sec. 23 all in Twp. 27 N of R 3 E. V. K. excepting the townsite of Edmonds, situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

In witness whereof the Lombard Investment Company has caused these presents to be hereunto executed by its Vice President and Presiding Member on its behalf and its corporate seal hereunto affixed.

Ack. Nov. 13, 1890, before Jno A. Sly, Commissioner of Deeds for Washington, in Jackson County, Mo. by said officer. (Seal)

27

Inst. No. 22

Office No. 6.

George Brackett.

Declaration of Homestead.

to

Date ----.

The Public.

Filed Mch. 11, 1897, 10.16 A.M.

Vol. 12 Misc. page 34.

George Brackett as head of a family claims certain property as a homestead and declares his intention to reside thereon in the future as his home. Which lands are in Snohomish County, Washington and described as: Commencing at the $\frac{1}{4}$ corner between Sections 23 and 24 Twp. 27 N. of R. 3 E. running thence East 1320 feet; thence North 405 feet, thence West 943 feet; thence North 26° East 467.9 feet; thence West to the meander line; thence southwesterly along the meander line to the point where it is intersected by the North line of Edmonds Street; produced as shown by the Plat of the City of Edmonds, thence along the North line of Edmonds Street and the production thereof in a Southeasterly direction to a point 296 feet due South of point of Commencement; thence North to place of beginning. The cash value thereof is \$1500.

Ack. Mch 10, 1897 before Geo. F. Aust, a Notary Public in and for Washington, residing at Seattle.

(No Notary Seal shown of record).

23

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SNOHOMISH.

Etta E. Brackett, |
 |
Plaintiff. |

-vs-

George Brackett, |
 |
Defendant. |

CASE NO. 7661.

Summons and Complaint, Filed Oct. 11, 1905; Said complaint states that plaintiff and defendant inter-married in Seattle King County, Washington, June 20, 1877, and since said date have been and now are husband and wife, and as such resided together until as hereinafter set forth, and during all of said terms and for more than one year immediately prior to the commencing of this suit, said parties have been and now are, residents of Edmonds, Snohomish County, Washington; that the children of said defendants born of said marriage consist of six children, George Brackett, age 27 years; Fanny Brackett Sills, age 26 years; Nellie Brackett Sinclair, age 24 years, Ronald Brackett, age 21 years; Edith Brackett, ^{age} 14 years, and Mary Brackett, age 9 years, and that of said named children only two Edith and Mary reside at home with this plaintiff; that the community constituted as aforesaid have accumulated and now own

the following and real and personal property, to-wit:

lots 18 to 29 inclusive in Block 130 of the City of Edmonds

29

7661---2.

which lots and block have been vacated by the council of the said City of Edmonds:

Also that certain tract described as beginning at a point on the Northerly line of Edmonds St., of the original town of Edmonds, where the Westerly line of 3rd St., in said original town of Edmonds, intersects the said Northerly line of Edmonds St., thence Northerly along the Westerly line of 3rd St., produced, to its intersections with the south line of said block 130, thence Westerly along said south line of said block 130, to its intersection with the Northerly line of Edmonds St., thence easterly along the Northerly line of Edmonds St. to the point of beginning, the same being in the form of a triangle and being a portion of Daley St., as shown by the Plat of the City of Edmonds. All of the foregoing land is located north of Edmonds St., and west of 3rd St., produced, as shown by the Plat of the original town of Edmonds, and south of the north line of lot 2 in said lot 2 of Section 23, Township 27, North of Range 3 East W.M.

Also all of lot 1 of section 23, township 27, North of Range 3 East W.M. except the right of way of the Seattle and Montana Railway through said lot 1 and except a tract of land heretofore conveyed to Ira Bartholomew, described as beginning at a point 280 feet Northerly from the northeast corner of Edmonds and Front Sts., in the town of Edmonds on the east side of said Front St., thence running easterly at right angles to Front St. 198 feet, thence northerly at right angles 220 feet; thence westerly at right angles 198 feet

No. 7661---3.

to the east line of Front St., thence southerly along said east line of Front St., 220 feet to the true point of beginning, containing one acre.

Also all that part of the tract of land shown and indicated by the plat of Edmond as "Mill Reserve", not heretofore sold or conveyed to the Seattle & Montana Railroad Company or to George Hales, to-wit: Beginning at the south east corner of lot 1 of Block 13 of the plat of Edmonds, thence running northerly along the westerly line of said block 13 to the intersection with the easterly line of the Seattle & Montana Railroad, thence southerly along the said right of way line to the intersection of George St., thence easterly along said George St., to the place of beginning.

Also a tract of land in lot 2 of section 24, township 27, north of range 3 east W.M., described as follows: beginning at the south west corner of said lot 2, thence running easterly along the said south line of said lot 2 to the southeast corner of said lot, thence north 294 feet to a point, thence west 1013 feet to a point, thence north 26° east 624 feet to a point, thence west to the west line of lot 2, thence south to the place of beginning, containing 13.40 acres more or less.

Also beginning at the intersection of the northerly line of Edmonds St., of the plat of Edmonds with the westerly line of the right of way of the Great Northern, thence north easterly along said

No. 7661---4.

right of way 340 feet; thence westerly parallel to Edmonds St., to the inner Harbor line; thence southwesterly to the northerly line of Edmonds St., produced, to the intersection of the inner Harbor line, thence easterly along said Edmonds St., produced, to the point of beginning, all in lots 1 and 2 of section 23, township 27, north of range 3 E.W.M.

Also the following described mortgages, G. M. Schumaker to George Brackett, dated Feb. 23, 1894, \$425.00; Mortgages, Samuel Schumaker and wife to George Brackett, dated June 26, 1891, \$200.00; Life Insurance Policy, \$5000.00: Life Insurance Policy \$1050.00 and certain farm stock and implements and household goods, and piano of the value of about \$750. and certain other household goods of the value of \$50.

That on or about June 2, 1905, plaintiff and defendant entered into a written agreement, to divide the above described property, which said division so made was obtained by fraud and coercion toward plaintiff by defendant and was and is and unjust division, that plaintiff did not receive a just proportion of said community property, and that this plaintiff and defendant agreed to reside apart and defendant as he would furnish the necessaries of life, for the children, Edith and Mary Brackett, which children were, it was agreed to reside with this plaintiff; that defendant has refused to so provide for said children, etc; that defendant has acted cruelly toward the plaintiff; that plaintiff has conducted

No. 7661---5.

herself as a good wife toward defendant and a good mother toward her said children, and is a suitable person to have the care and custody and control of said minor children.

Prays that the bond of matrimony heretofore existing between plaintiff and defendant be forever and absolutely dissolved; that plaintiff be awarded exclusive care and custody and control of said children, Edith and Mary Brackett.

That the contract of division of the community property as above set forth be set aside and be decreed wholly null and void; that the court award to plaintiff one half of all the property owned by the said community and such sums of the support of the said minor children as shall be deemed just and such sums as counsel fees as to the court shall seem reasonable, and her costs and disbursements herein.

Said petition duly verified.

Answer Filed Dec. 1, 1905; Recites answering defendant alleges that on June 2, 1905, the defendant was the owner in fee of all the real property and mortgages life insurance policies described in said complaint; that there was pending in his honorable court on said day, and action for divorce, and in said suit the plaintiff sought to have certain sums paid to her for suit money, and alimony and plaintiff and defendant entered into an agreement in writing to divide their property and exchange deeds and did exchange deeds each conveying to the other certain real property; denies that said agreement for the division of property was obtained by threats or frauds. (appended is the agreement referred to.)

Reply, filed Oct. 30, 1905.

No. 7661---6.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON, FOR
SNOHOMISH COUNTY.

Etta E. Brackett,	-	Plaintiff	)	No. 7661.
	-VS-		)	Findings of fact and Conclu-
George Brackett,	-	Defendant	)	sions of law.

Now on this 28th day of Nov. 1905, said cause coming on for final hearing and determination and the court being engaged in the trial of another cause, said cause was continued until November 29th, 1905, at which time and place both parties being present in open Court in person and by their respective Attorneys of record and each side having announced readiness for trial, whereupon witnesses having been sworn and examined in open Court for and on behalf of each of said parties and said caused having been heard on said day and continued on trial until November 1st, 1905, and said hearing being finished on said day and the court having heard the said testimony and the Statement of Counsel and being fully advised in the premises, does hereby make, file and enter its,

FINDINGS OF FACT.

1.

That plaintiff and defendant inter-married at Seattle, King County,

7261-7.

Washington, on June 20th, 1877, and since said day have been bona fide residents of Edmonds, Snohomish County, Washington.

II.

That there was born the issue of said marriage, six children, but all have grown and left the parental care except, Edith Brackett, age 14 years and Mary Brackett age 10 years.

III.

That on or about June 2nd 1905, plaintiff and defendant entered into an agreement under the terms thereof a division of the property of said parties was made and mutual deeds exchanged dividing the real estate, and specifying certain articles of personal property as being thenceforth the property of each, free from any claim of the other, which said agreement of division of property is hereby confirmed by the Court as a fair division, except as follows to wit: in addition to the personal property therein awarded plaintiff, the piano in the old house be and the same is hereby awarded plaintiff and that the same should be removed and placed in plaintiff's home within ten days from the date of the signing hereof, and by the defendant; That in addition thereto plaintiff be given one hog: that in addition thereto plaintiff be awarded the sum of \$200.00 in cash to be paid by defendant, the sum of \$50. thereof within ten days herefrom and the remaining \$150.00

No. 7661--8.

thereof within 60 days herefrom; that in lieu of the arrangement for support of the children in said agreement set forth, plaintiff do have awarded her the monthly sum of \$25.00 per month for the support of herself and children, said sum to be paid by defendant in advance, on or before the 5th day of each and every month, until further order of this court.

IV

That defendant has been guilty of great cruelty toward plaintiff and has rendered her life burdensome and that the parties can no longer live together as husband and wife and that a decree of divorce should be granted plaintiffs under the prayer of her complaint, for the defendant has struck plaintiff and kicked her and has called her vile epithets and has sworn at her in anger in the presence of her female children.

V.

That plaintiff is a fit and proper person to have the care, custody and control of said minor children.

VI

Done in open court this --- day of January, 1906.

Judge.

FROM THE FOREGOING FINDINGS OF FACT THE COURT MAKES THE
FOLLOWING CONCLUSIONS OF LAW:

No. 7661---9.

I.

That a decree of divorce be granted plaintiff forever dissolving the bonds of matrimony heretofore existing between plaintiff and defendant.

II.

That the care, custody and control of Edith Brackett, aged 14 years and Mary Brackett aged 10 years be awarded plaintiff, but that defendant be permitted to have said children visit him or to go with him in any reasonable manner as heretofore, and that defendant pay to plaintiff in lieu of the agreement for the support of said children in an agreement heretofore entered into, the sum of \$25. per month for the support of herself and children, payable on or before the 5th day of each and every month in advance; that in addition to the personal property in said agreement awarded plaintiff defendant pay her the sum of \$200. in cash money payable \$50. within ten days herefrom and the remainder within 60 days herefrom; that in addition to said personal property awarded plaintiff, she be given the piano now in the old house and defendant place said piano in plaintiff's home within ten days herefrom; that in addition thereto plaintiff be given one hog; that in all other respects said agreement be confirmed.

Done in open court this 8th day of Jan. 1906.

W.W. Black , Judge.

No. 7661--19.

Filed Feb. 13, 1906.

DECREE: filed Oct. 15, 1906:

Now again come the parties and the court having heretofore made and entered its Findings of Fact and Conclusions of Law and the Plaintiff having made her motion for final Decree thereof and the Court having heard said motion and duly considered thereof said motion is hereby granted and IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between Etta E. Brackett and George Brackett, be and the same are hereby forever dissolved, set aside and held for naught.

That the care, custody and control of Edith Brackett aged 14 years and Mary Brackett aged 10 years, the minor children of said parties be and the same is hereby awarded to plaintiff.

That the division of the Real Property belonging to the parties hereto as evidenced by mutual deeds executed and delivered be and the same is hereby confirmed; that in addition to the personal property in said agreement awarded plaintiff, that there is hereby also awarded her the piano in the old house and defendant is hereby ordered to removesaid piano to plaintiff's house within ten days herefrom; also defendant shall deliver to plaintiff one hog, now on the old place; defendant is hereby ordered to pay plaintiff the sum of \$200. cash money as follows, \$50. thereof with

No. 7661---11.

ten days herefrom and the remaining \$150.00 within sixty days herefrom, all in addition to the personal property in said agreement of division awarded plaintiff; It is further ordered, that defendant pay for the support of Plaintiff and her said children the sum of \$25.00 per month whcjh said sum shall be paid plaintiff on or before the 5th of each and every month in advance until further order of Court whcjh said monthly allowance is made in lieu of the agreement of support in said agreement for a division of property contained.

Neither party hereto shall enter into a marriage contract with a third person within a period of six months herefrom.

It is further ordered that defendant pay all costs of this action.

Done in open Court this 8th day of January, 1906.

W. W. BLACK,

Judge.

PETITION FOR MODIFICATION OF DIVORCE DECREE: filed Sep.

21, 1908; petitioner prays that an order be entered modifying the said decree as to the care and custody of the minor children mentioned in the said Decree.

Affidavit of Service; filed -----; shows service on Ntta E. Carpenter, formerly Etta E. Brackett, on Sept. 17, 1908.

ORDER RELATING TO SAID PETITION: FOR MODIFICATION OF DECREE filed Sept. 21, 1908;

ANSWER TO SAID PETITION: filed Sept. 21, 1908.

(No other papers filed up to this Third (3) day of July, Nineteen Hundred and Nine (1909).)

Sheet No. ²⁹ 1

Inst. No. 24

Office No. 216.

Etta B. Brackett

Deed.

to

Dated June 2, 1905.

Geo Brackett, her husband.

Filed Sept. 30, 1905, 11.20 a.m.

Vol. 92 Decds, page 268

Con. 1. and other value.

First party releases, remises and quit-claims to second party, heirs and assigns, lands in Snohomish County, Washington, described as:--

Commencing at the $\frac{1}{4}$ Section Corner between sections 23 and 24, Twp. 27 N- R 3 East, thence South 0° 00' 30" West along the line between said Sections, 47.07 feet to the westerly line of Third Street; thence south 29° 17' 50" west along said Westerly line 207.68 feet to the Northerly line of Edmonds Street; thence north 60° 42' 10" west along said Northerly line 572.08 feet to the Easterly line of the County Road, thence north 31° 27' 40" east along said Easterly line 275 feet, thence south 58° 32' 20" east 198 feet, thence north 31° 27' 40" east 391.74 feet, thence South 89° 56' 50" east 510.30 feet, thence south 26° west 276.37 feet, thence easterly 1014.52 feet, moreor less, thence southerly 268.24 feet, moreor less, thence westerly 1320 feet, more or less, to place of beginning, said tract containing 15.65 acres.

Ack. June 2, 1905, before Robt. A. Hulbert, Notary Public in and for Washington, residing at Everett.

(Seal Com. Ex. Jan. 11, 1908).

Inst. No. 25

Office No. 113.

Etta E. Brackett, wife
of Second Party.

Warranty Deed.

Dated June 2, 1905.

to

Filed Sept. 30, 1905, 11.21 a.m.

George Brackett.

Vol. 96 Deeds, page 112.

Con. \$ one.

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:--

All that part of Government Lot 2, Section 23, Twp. 27, N.R. 3 E.W.M., in Town of Edmonds, lying immediately to the north west of the right of way of Seattle & Montana Railway and between George Street and Bell Street, in said Town of Edmonds, and described as follows: Beginning at a point on the line of the Northwesterly side of the right of way of the Seattle & Montana Railway 1050 feet Northerly from the south line of said Lot 2, measured along said line of the northwesterly side of the said right of way which is the true point of beginning, thence northeasterly along said line of the northwesterly side of said right of way to its intersection with the line of southwesterly side of Bell Street in said Town of Edmonds, thence northwesterly along said line of the southwesterly side of Bell street produced northwesterly to the meander line of Puget Sound, thence southwesterly along said meander line to point on a line drawn at right angles from true point of beginning, thence southeasterly along said line drawn at right angles from

No. 96 Deeds----113---2.

said true point of beginning to said true point of beginning.
Covenants of general warranty.

Ack. June 2, 1905, before Robert A. Hulbert, Notary Public
in and for Washington, residing at Everett.

(Seal Com. Ex. Jan. 11, 1908).

Inst. No. 26

Office No. 509.

George Brackett

to

Etta E. Brackett,

wife of first party.

Quit-claim Deed.

Dated June 2, 1905.

Filed Jan. 2, 1906, 9.44 a.m.

Vol. 92 Deeds, page 607

Con. \$1.00-- Value.

Firstparty releases, remisesand quit-claims to second party heirs and assigns, lands in Snohomish County, Washington, described as:--

Commencing at a point where the line between Sections 23 and 24, Township 27 , N.R. 3 E., intersects the Easterly line of the County Road, said point bears North 0°11'20" East 1047.17 feet from the Quarter^{Section} Corner between said Sections; thence along the Easterly line of said County Road South 30°28' 50" West 253.23 feet and South 31° 27' 40" west 196.13 feet, thence south 58°32' 20" East 198 feet, thence south 31° 27'40" west 48.26 feet, thence south 89° 56' 50" east 510.3 feet, thence north 26° east 346.67 feet, thence north 89° 56'50" west 575.87 feet to the line between said Sections 23 and 24, thence North 0° 11' 20" East along said Section line 218.35 feet to place of beginning, containing 5 acres.

Ack. June 2, 1905, before Robt. A. Hulbert, Notary Public in and for Washington, residing at Everett.

(Seal Com. Ex. Jan. 11, 1908)

*The following blue prints to help
are added in order to help
locate the instruments are the unsorted
and the blue prints located
the said to help abstract
in order in the abstract
page*

Inst. No. 29

Office No. 256.

George Brackett and	Warranty Deed.
Etta E. Brackett, his	Dated Dec. 13, 1904.
wife.	Filed Dec. 1, 1905, 1.15 p.m.
	Vol. 96 Deeds, page 256.
Daniel B. Patterson.	Con. \$700.

First party grants , bargains, sells, conveys and confirms to second party, heirs and assigns, lands in Snohomish County, Washington, described as:--

Beginning at the northeast corner of Front and Edmonds Street in the town of Edmonds, thence running 500 feet northerly along the east side of Front Street to true place of beginning, thence easterly at right angles with Front Street 198 feet, thence northerly at right angles 220 feet, thence westerly at right angles 198 feet to the east side of Front Street, thence southerly along said east side of Front Street 220 feet to point of beginning, said tract to contain 1 acre, 220x 198 feet.

Covenants of general warranty.

Ack. Dec. 13, 1904, before F.L. Brown, Notary Public in and for Washington , residing at Edmonds,

(Seal Com. Ex. Sept. 30, 1908).

Sheet No. 46

Inst. No. 30

Office No. 474.

George Brackett and Etta

Warranty Deed.

E. Brackett---

Dated Feb. 26, 1906.

to

Filed Feb. 27, 1906, 1.14 p.m.

O.W. Johnson .

Vol. 96 Deeds, page 474.

Con. \$800.

First party grants, bargains, sells, conveys and confirms to second party, heirs and assigns, lands in Snohomish County, Washington, described as: -

Beginning at the Northwest corner of Front and Edmonds Streets town of Edmonds, thence northerly along the east side of Front Street 90 feet, thence Easterly at right angles 120 feet, thence Southerly at right angles 90 feet to the North side of Edmonds Street, thence westerly along the north side of Edmonds Street to place of beginning, being a piece of land 90x 120 feet being in Government Lot 1, Sec. 23, Twp. 27, Range 3 East.

Covenants of General Warranty.

Ack. Feb, 26, 1906, before F.L. Brown, Notary Public in and for Washington, residing at Edmonds, by George Brackett and Etta E. Brackett----

(Seal Com. Ex. Sept. 30, 1908).

Sheet No. 47

Inst. No. ³¹

Office No. 23.

George Brackett, Divorced
from Etta E. Brackett.

Deed

to

Dated Jan. 5, 1909.

O.W. Johnson.

Filed May 24, 1909, 1.48 p.m.

Vol. 120 deeds, page 25.

Con . \$1.00

First party grants, bargains, sells, conveys and confirms to second party, heirs and assigns, lands in Snohomish County, Washington, described as:--

Beginning at the northeast corner of Front and Edmonds Streets in the Town of Edmonds , thence northerly along the east side of Front Street 90 feet, thence easterly at right angles 120 feet, thence southerly at right angles 90 feet to the north side of Edmonds Street, thence westerly along the north side of Edmonds Street to place of beginning, being a piece of land 90 x 120 feet in Government Lot 1, Section 23, Township 27, N.R. 3 E.W.M.

This deed is given by first party to correct a former deed dated Feb. 26, 1906, recorded in Vol. 96 of Deeds, page 474, in which said former deed in error, described the above property as follows:--

"Beginning at the northwest corner of Front and Edmonds Street in the Town of Edmonds" whereas it should read, as hereinabove set forth as follows. " Beginning at the Northeast corner of Front and Edmonds Streets in the Town of Edmonds, Etc"

48

No. 120 deeds-----23-----2

Ack. May 20, 1909. before Zophar Howell 3rd., Notary
Public in and for Washington, residing at Edmonds, by George Brackett

(Seal Com. Ex. Oct. 29, 1910).

Inst. No. 32

Office No. 206.

George Brackett, single.

Warranty Deed.

to

Dated Nov. 2, 1906.

Minnie V. Allen.

Filed Nov. 5 1906, 8.25 A.M

Vol. 101 Deeds, page 224.

Con. \$320.00.

First party conveys and warrants to second party lands in

Snohomish County, Washington, described as:--

Beginning at a point 180 feet North of the Northeast corner of Edmonds and Front Streets in the City of Edmonds, Snohomish County; thence running North along the East side of Front Street 34 feet; thence East 120 feet; thence South 34 feet; thence West 120 feet to the place of beginning, being a part of lot 1, Sec. 23, Twp. 27 N.

R. 3 E. W.M.

Ack. Nov. 2, 1906, before S. F. Street, Notary Public in and for Washington, residing at Edmonds,

(Seal, Com. Ex. Nov. 19, 1907).

Inst No. 33

Office No. 207.

George Brackett, single.

Warranty Deed.

to

Dated Nov. 2, 1906.

F. K. Carpenter.

Filed Nov. 5, 1906, 8.26 A.M.

Vol. 101 Deeds, page 225.

Con. \$600.

First party conveys and warrants to second party land in Snohomish County, Washington, described as:-

Beginning at a point 214 feet North of the Northeast corner of Edmonds and Front Streets in the City of Edmonds; thence running North on East side of Front street 63 feet, thence East 120 feet; thence South 63 feet; thence West 120 feet to the place of beginning, being a part of Lot 1, Sec. 23, Twp. 27 N. R. 3 E. W.M.

Ack. Nov. 2, 1906, before S. F. Street, Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Nov. 19, 1907).

Inst. No. 34

Office No. 383B

George Prackett, a single man.

Warranty Deed.

to

Dated Aug. 27, 1908.

Lillian Winslow.

Filed Sept. 16, 1908, 10.10 a.m.

Vol. 115 Deeds, page 404.

Con. \$600.00

First party conveys and warrants to second party, lands

in Snohomish County, Washington, described as:--

Commencing at a point on the north line of Edmonds Street of the Plat of Edmonds, where the east line of the alley running through Block 11 in a northerly and southerly direction in the Plat of Edmonds produced north, crosses the said north line of Edmonds Street, thence in a northeasterly direction, and at right angles to said Edmonds Street 120 feet, thence in a southeasterly direction and parallel to the said north line of Edmonds Street 60 feet, thence in a southwesterly direction on a line at right angles to said north line of Edmonds Street, 120 feet to north line of Edmonds Street, thence in a northwesterly direction along the north line of said Edmonds street 60 feet to place of beginning.

Ack. Aug. 31, 1908, before S.F. Street, Notary Public
in and for Washington, residing at Edmonds, by George Brackett, ---

(Seal Con. Ex. Nov. 19, 1911).

Sheet No. 52

-- -- Certificate. -- --

We hereby certify that the foregoing abstract of title, comprising instruments numbered one to 34 consecutively and consisting of 52 sheets, shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County affecting the title to the following described real property, to wit: Commencing at the quarter corner between sections 23 and 24, Twp. 27 N. of R. 3 E. of W.M., thence south 0°00'30" west along the line between said sections 47.07 feet to the westerly line of 3rd st., thence south 29°17'50" West along said westerly line 207.68 feet, to the northerly line of Edmonds Street; thence north 60°42'10" west along said northerly line 572.08 feet to the easterly line of the county road, thence North 31°27'40" east along said easterly line 275 feet, thence south 53°32'20" East 198 feet; thence North 31°27'40" east 391.74 feet, thence south 89°56'50" East 510.30 feet thence south 26° west 276.37 feet; thence easterly 1014.52 feet, more or less; thence southerly 268.24 feet; more or less; thence 1320 feet, more or less, to place of beginning containing 15.65 acres, except all those certain tracts shown in preceeding pages of this abstract as inst. 29 to 34 inclusion

We further certify that there are no unsatisfied judgments against any grantee named in the within abstract affecting the title to said property, as shown by the Judgment Indices of the Superior Court of the State of Washington, in and for Snohomish County.

We further certify that there are no due and delinquent taxes on said premises, or unredeemed sales thereof for delinquent taxes shown by the tax rolls of the said Snohomish County in the office of the County Treasurer thereof. Except taxes for the year 1908, amounting to \$28.35 being the last half for the year 1908.

(Except any personal taxes due or to become due for the year 1909).

We do not certify as to any taxes or assessments for local improvements on said property shown by the records of the city of Edmonds.

This certificate is up to this Twentieth (20) day of September, Nineteen Hundred and Nine (1909) at Eight (8) o'clock A.M.

ANDERSON GUARANTEE ABSTRACT COMPANY.

By Thos M Anderson

4168

4168
ABSTRACT OF TITLE

TO

*Tract in SW⁴ of
NW⁴ or Lot 2, Sec
24 Twp 2nd
North of Range
3 East W³ M*

Snohomish County, Wash.

MADE FOR

School Dist No

BY

**ANDERSON GUARANTEE ABSTRACT CO.
STOKES BLOCK**

**Corner Hewitt and Wetmore Avenues
EVERETT, WASH.**

CASCADE PRINTING CO.